

EXHIBIT A-3

**PLAINTIFF'S EMPLOYMENT
APPLICATION**

Supervisory Organization

JASON BEATTY

Pre-Hire Type:

Existing Pre-Hire

☐Create a New
Pre-Hire☒

Start Date:

05 - 23 - 2016
M M D D Y Y Y Y

This section is to be completed by the associate (Please PRINT clearly)

(1) Social Security Number

(2) Birth Date

M M D D Y Y Y Y

(3) First Name

Ruben

(4) MI

(5) Last Name

MAYIA

(6) Nickname

(7) Address

(8) Address (line 2)

(9) City

Bolingbrook

(10) State

IL

(11) Zip

60440 -

(12) Home Number

(14) Gender

☒ Male
☐ Female

(15) Marital Status

☐ Common-Law
☐ Divorced
☒ Married
☐ Not Indicated
☐ Separated
☐ Single
☐ Widowed

(16) Race/Ethnicity

☐ American Indian/Alaska Native
☐ Asian
☐ Black or African American
☒ Hispanic or Latino
☐ Nat Hawaiian/Other Pac Islander
☐ Not Applicable (Non-U.S.)
☐ Not Specified
☐ Two or More Races
☐ White

(17) Citizenship Status

☒ US Citizen
☐ Non-US Citizen

(13) Cell Number

(18) Country

☐ Alien Permanent
☐ Alien Temporary
☒ U.S. Native
☐ U.S. Naturalized

(19) Military Status

☐ Active Reserve
☐ Inactive Reserve
☐ Military Spouse
☒ No Military Background
☐ Other Protected Veterans
☐ Retired
☐ Unspecified Veteran
☐ Vietnam Era Veterans

(20) Disabled Vet

☐ Yes ☒ No

This section is to be completed by the Management Assistant & Hiring Manager Only

Visa #:

Driver's License Number

Expiration Date

M M D D Y Y Y Y

Visa Type

☐ F1-Student
☐ H1-Dist. Temp Worker
☐ H3-Trainee
☐ Immigrant
☐ J1-Exchange Alien
☐ L1-Spec. Knowledge
☐ None-U.S. Citizen
☐ Other

Driver's License Type

☒ Car
☐ Commercial DL
☐ No License
☐ Chauffeur
☐ Motorcycle

Expiration Date

11 - 30 - 2016

State

IL

☒ Backfill☐ New Position

Position

Auto Tech

☒ Regular☐ Temp

Job Profile

Auto Tech

☒ Full-Time☐ Part-Time

Physical Location

NAP 7/22

Work Shift

☒ 8 Hour Days
☐ 10 Hour Days
☐ 12 Hour Days

Rate

\$ 19.20

Bonus Pct:

% 0

Weekly Std. Hrs.

40

List A

- ☐ 1. U.S. Passport or Passport Card
- ☐ 2. Permanent Resident or Alien Registration (Form I-551)
- ☐ 3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa (MRIV)
- ☐ 4. Employment Auth. Document that contains a photograph (Form I-766)
- ☐ 5. Foreign passport with Form I-94 or I-94A
- ☐ 6. Passport from Federated States of Micronesia (FSM) or the Republic of Marshall Islands w/ form I-94 or I-94A
- ☐ 7. Foreign passport with special documents is

OR

List B

- ☒ 1. Driver's License
- ☐ 2. Federal, State or Local Gov't ID card
- ☐ 3. School ID w/ Photograph
- ☐ 4. Voter's registration card
- ☐ 5. U.S. Military Card or Draft Record
- ☐ 6. Military Dependent's ID Card
- ☐ 7. U.S. Coast Guard Merchant Mariner Card
- ☐ 8. Native American Tribal Document
- ☐ 9. Canadian Driver's License
- ☐ 10. School Record or Report Card
- ☐ 11. Clinic, Doctor or Hospital Record
- ☐ 12. Day-Care or Nursery School Record

AND

List C

- ☒ 1. U.S. Social Security Card
- ☐ 2. Certificate of Birth Abroad (FS-545)
- ☐ 3. Certificate of Birth Issued by Dept. of State (DS-1350)
- ☐ 4. U.S. Birth Certificate
- ☐ 5. Native American Tribal Document
- ☐ 6. U.S. Citizen ID (I-197)
- ☐ 7. Resident Citizen ID Card (I-179)
- ☐ 8. Employment Authorization issued by DHS

(CarMax uses eVerify, only List B documents with your

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Date of Application: 2/22/16 2:00:01 AM
 Position: Automotive Technician / Mechanical Associate
 Source: Internet Job Board
 Specific Source: carmax.com
 Date Available to Work: 2016-02-29
 Location: NAP-7122

EMPLOYMENT APPLICATION SUMMARY

PERSONAL INFORMATION

mayan ruben
 Last Name First Name & Middle Initial
 Address
 bolingbrook Illinois 60440
 City State Zip Code
 Primary Phone # Alternate Phone #
 Email Address Yes
 Do you have a valid Driver's License?

EMPLOYMENT DESIRED

Desired Position: Automotive Technician / Mechanical Associate

Willing to Work:

Scheduled evenings: Yes
 (that cover location operating hours and if position requires these hours)

Scheduled weekends: Yes
 (that cover location operating hours and if position requires these hours)

Holidays: Yes
 (Note: CarMax is closed on Easter, Thanksgiving & Christmas Day)

Available Work Schedule:

	MON	TUE	WED	THU	FRI	SAT	SUN
From	Any Time	Any Time	Any Time	Any Time	Any Time	Any Time	Any Time
To	Any Time	Any Time	Any Time	Any Time	Any Time	Any Time	Any Time

Type of Position Seeking:
 Long-Term
 Available to Start: 2016-02-29
 Work Preference: Full-Time

EDUCATION

High School

Name:
 Diploma Received?
 GED Issued By:

Professional License 1

Name: all 8 ase certifications and refrigerant
 Date Received:

Professional License 2

Name:
 Date Received:

College 1

Name:
 Degree:
 Years Completed:
 Field of Study:

College 2

Name:
 Degree:
 Years Completed:
 Field of Study:

Trade/Vocational

Name: universal technical institute
 Degree or Diploma Received?: true

PREVIOUS CARMAX EMPLOYMENT

Have you ever been employed by CarMax or any of its affiliates? No

Location: City: State: From: To:
 Position Held: Reason for leaving:

Have you previously applied for employment with CarMax or any of its affiliates? No

Location Name:
 Month/Year:

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Employment Application Summary

maya, ruben

EMPLOYMENT HISTORY

Employer 1 OK to contact? true pepboys 2936 w ogden naperville illinois 630-637-1350	From Date 2007-08-01	To Date	Job Title master tech
	Wage \$26 Hourly	Reason for Leaving Still Employed	Supervisor Name karl
	Responsibilities: diagnose and repair vehicles in a timely manner keep work area clean maintain good customer service		
Employer 2 OK to contact?	From Date	To Date	Job Title
	Wage	Reason for Leaving	Supervisor Name
	Responsibilities:		
Employer 3 OK to contact?	From Date	To Date	Job Title
	Wage	Reason for Leaving	Supervisor Name
	Responsibilities:		
Employer 4 OK to contact?	From Date	To Date	Job Title
	Wage	Reason for Leaving	Supervisor Name
	Responsibilities:		
Employer 5 OK to contact?	From Date	To Date	Job Title
	Wage	Reason for Leaving	Supervisor Name
	Responsibilities:		
Employer 6 OK to contact?	From Date	To Date	Job Title
	Wage	Reason for Leaving	Supervisor Name
	Responsibilities:		

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Employment Application Summary

maya, ruben

MINIMUM QUALIFICATIONS QUESTIONS

Are you 18 years of age or older? Yes

(CarMax asks this question in order to ensure we can comply with state and local laws regulating employment of minors or establishing age requirements for certain tasks.)

Do you require immigration sponsorship to work for CarMax, either now or in the future? No

Can you provide documentation establishing your identity and eligibility to be legally employed in the United States? Yes

(ex: Drivers License, passport, etc.)

CarMax promotes a drug-free workplace. As part of the hiring process, applicants who receive an offer of employment will be asked to submit to a screening test to detect the presence of illegal drugs and/or alcohol or their metabolites. CarMax offers of employment are conditional upon successful drug screen results. If you are asked to submit to a drug/alcohol test and you refuse to be tested, or you do not pass, CarMax will revoke any offer of employment. All drug/alcohol tests will be conducted in accordance with applicable federal and state law and be done through urinalysis.

Are you willing to submit to a urinalysis drug screening test as a condition of employment with CarMax? Yes

CarMax requires that you consent to a urinalysis drug screening test in order to apply.

Are you willing to submit to a urinalysis drug screening test as a condition of employment with CarMax?

Do you agree to the CarMax Dispute Resolution Agreement? Yes, I do consent

CarMax requires that you consent to the CarMax Dispute Resolution Agreement in order to apply.

Do you agree to the CarMax Dispute Resolution Agreement?

PLEASE READ THIS STATEMENT CAREFULLY

I hereby certify and affirm that the information provided in connection with the application process is true, accurate and complete, and that I have withheld nothing that would, if disclosed, affect this application unfavorably.

I hereby authorize CarMax to investigate all information pertinent to my application for employment in order to determine my qualifications for employment, which may include contacting former and/or current employers or any other person or entity. I hereby authorize all persons and entities having information relevant to my application to provide that information to CarMax. I understand that any offer of employment may be rescinded or my employment terminated if my references are inadequate or unacceptable to CarMax, or if I violate any of the provisions of this certification.

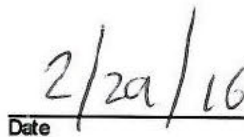
I understand that any omission, misrepresentation, or falsification in connection with this application process may be grounds for denial of employment or, if hired, immediate termination of employment. I further understand that if I am hired by CarMax, I must abide by all the rules and policies of CarMax which, other than the at-will employment policy, may be changed without notice at the direction of CarMax.

Please indicate that you understand and agree to the terms outlined above.

☒ I agree with the terms outlined above.

I understand that this document represents a summary of my electronic employment application and does not include the full text of that electronic application.


Signature of Applicant


Date



maya, ruben

NAP-7122

DISCLOSURE AND AUTHORIZATION
(Regarding the Use of Consumer Reports for Employment Purposes)

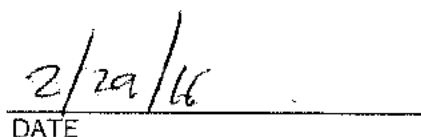
A consumer report or an investigative consumer report (collectively, "consumer report") may be obtained from consumer reporting agencies for employment purposes, including evaluating you for hire as an applicant or, if applicable, for the purpose of evaluating you for promotion, reassignment, retention or other employment decisions as an employee during the entire tenure of your employment with CarMax, Inc. and/or its parent(s), affiliates, subsidiaries, divisions, successors and assigns in such capacity ("the Company").

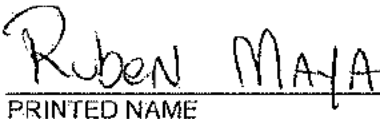
The reports may contain information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living. The nature and scope of the investigation conducted to compile the consumer report may include verification and inspection of any lawfully available records or information pertaining to your work history, education, criminal background, civil court related actions, driving history (including traffic-related offenses), credit or credit capacity, any other information available from any public or otherwise documented records, as well as written or oral information from any business, professional or personal associates or neighbors, including your co-workers and any references you listed on your application or resume. You have a right to request additional disclosures regarding the nature and scope of this investigation.

Consumer Report Authorization*

By my signature below, I voluntarily authorize the Company to obtain a consumer report about me for employment purposes. I understand and agree that a consumer report may be obtained at any time, and any number of times, as the Company in its sole discretion determines is necessary before and/or during the entire tenure of my employment with the Company.


 SIGNATURE


 DATE


 PRINTED NAME

*To be retained with Employment Application



maya, ruben

NAP-7122

If you wish to be considered for employment with CarMax Auto Superstores, Inc., or its subsidiaries and affiliates (collectively "CarMax"), you must read and consent to the following agreement. You will be considered as an applicant when you have signed the Agreement. Included with this application is the CarMax Dispute Resolution Rules and Procedures. You should familiarize yourself with these rules and procedures prior to signing the Agreement. If the Rules and Procedures are not included with this application you must request a copy from a CarMax representative prior to signing the Agreement. You will note that if you sign at this time you do have three (3) days to withdraw your consent. You may, of course, take the package with you and return with it signed, if you wish to continue your application process.

CARMAX DISPUTE RESOLUTION AGREEMENT

I recognize that differences may arise between CarMax and me during my application for employment with CarMax. I recognize that it is in the interest of both CarMax and me that disputes be resolved in a manner that is fair, private, expeditious, economical, final, and less burdensome or adversarial than court litigation. CarMax has an effective Open Door Policy, and I will try to take advantage of it where feasible. I understand, however, that not all issues can be resolved using the Open Door Policy.

Except as set forth below, and as more fully set forth in the CarMax Dispute Resolution Rules and Procedures, both CarMax and I agree to settle any and all previously unasserted claims, disputes, or controversies arising out of or relating to my application or candidacy for employment and employment and/or cessation of employment with CarMax, exclusively by final and binding arbitration before a neutral Arbitrator. By way of example only, such claims include claims under federal, state and local statutory or common law, such as the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Americans with Disabilities Act, the Family Medical Leave Act, and the law of contract and law of tort. The scope of the claims covered, as well as certain exclusions from coverage and other important terms, are set forth in the Dispute Resolution Rules and Procedures.

I understand that if I do file a lawsuit regarding a dispute arising out of or relating to my application or candidacy for employment, employment, or cessation of employment, CarMax may use this Agreement in support of its request to the court to dismiss the lawsuit and require me instead to use arbitration.

I understand that nothing in this Agreement is intended to affect or limit my rights under the National Labor Relations Act and my right to file charges or seek other relief with the Equal Employment Opportunity Commission or similar federal, state, or local agency, but that upon receipt of a right-to-sue letter or similar administrative determination, I shall arbitrate any claim that I may have against CarMax that is covered by this Agreement or the Rules. I agree that if I commence an arbitration, it will be conducted in accordance with the CarMax Dispute Resolution Rules and Procedures.

I understand that neither this Agreement nor the Dispute Resolution Rules and Procedures form a contract of employment between CarMax and me. I further understand that my consent to this Agreement in no way guarantees that CarMax will offer me employment. If CarMax does offer me employment and I become employed at CarMax, this Agreement in no way alters the "at-will" status of my employment. I understand that my employment, compensation, and terms and conditions of employment can be altered or terminated, with or without notice, at any time, at the option of either CarMax or myself. I understand that no store manager or representative of CarMax, other than an Officer of CarMax at the level of Vice President or above, has any authority to enter into any agreement for employment for any specific duration, to make any agreement contrary to the foregoing, or to alter the CarMax Dispute Resolution Rules and Procedures.



maya, ruben

NAP-7122

The Dispute Resolution Agreement and the Dispute Resolution Rules and Procedures affect your legal rights. By consenting to this Agreement, you acknowledge receipt of the Dispute Resolution Rules and Procedures. You may wish to seek legal advice before consenting to this Dispute Resolution Agreement.

I have read this Agreement and the Dispute Resolution Rules and Procedures before submitting this Application and before accepting an offer of employment with CarMax.

I understand that I may withdraw my consent to this Agreement within three (3) days from the date on which I consent by notifying the Background Screening Department in writing (including my Social Security Number and address of the place at which I applied for employment) that I am withdrawing my application for employment at CarMax. The address for the Background Screening Department is:

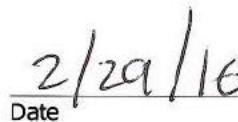
CarMax Auto Superstores, Inc.
Background Screening Department
12800 Tuckahoe Creek Parkway
Richmond, Virginia 23238

I understand that by so notifying the Background Screening Department in writing, I will not be bound to this Agreement and that I no longer will be eligible for employment at CarMax. I recognize that if I consent to this Agreement and do not withdraw within three days of consenting I will be required to arbitrate, as explained above, employment-related claims which I may have against CarMax, whether or not I become employed by CarMax.

This Agreement will be enforceable throughout the application process, my employment, and thereafter with respect to any such claims arising from or relating to my application or candidacy for employment, employment or cessation of employment with CarMax. We then must arbitrate all such employment-related claims that are within the scope of this Agreement and the Rules, and we may not file a lawsuit in court.

AGREED:


Signature


Date

Signature of Parent or Guardian (If under 18 years of age)	Date
---	------

CarMax agrees to consider this Employment Application and to follow this Dispute Resolution Agreement and the Dispute Resolution Rules and Procedures in connection with the Associate who is completing this application.

Scott A. Rivas
Vice President, Human Resources
CarMax Auto Superstores, Inc.



Field Offer Worksheet

This section to be completed by the Hiring Manager:

Position title: Retail Tech Location: 7122 Date: 3/7/16

Schedule: FT ☒ PT ☐ Shift: Day ☒ Night ☐

Hiring manager: Jason Beatty

Candidate name: Ruben Maya

Is the candidate a current associate? Yes ☐ No ☒ If no, is this candidate a rehire? Yes ☐ No ☒

Current salary/hourly rate (if available): \$26.00

Years of applicable experience: 8

Description of experience (or submit resume with form): 8 years of retail experience.

	Salary/Base Rate	Production Billed Rate (if applicable)	Retail Billed Rate (if applicable)
Proposed start rate(s):	\$19.20	\$24.00	\$28.80

Target start date: 3/21/16

This section to be completed by Compensation:

Exempt (Salaried) ☐ Non-exempt (Hourly) ☒

Merit: Yes ☒ No ☐

Demo: Yes ☐ No ☒

Hire rate(s):

	Salary/Base Rate	Production Billed Rate (if applicable)	Retail Billed Rate (if applicable)
	\$19.20	\$24.00	\$28.80

Bonus % N/A Restricted Stock Units N/A

Notes: Please update title to Lead Automotive Technician (AMEC3) based on years of experience and ASEs (8 per TH).

Approvals:

Regional Signature:
(typed name indicates signature)

Date Received

Date Approved

Home Office Signature:
(typed name indicates signature)

Compensation Signature:

Anne E Jernigan

030816

030816

Automotive Technician Job Description



General Summary:

Under general supervision, performs general service repairs, brake repairs, 4-wheel alignments, repairs to steering and suspension, CQI inspections, and safety inspections.

Principle Duties And Responsibilities:

- General repairs, brake diagnosis and repair, steering and suspension repairs including 4-wheel alignments, CQI's; and safety inspections
- Supervise/Mentor Apprentice Technicians
- Ensure that all vehicles meet CarMax Final Quality Standards.
- Drive vehicles to and from various locations as requested by supervisor.
- Provide outstanding customer service at all times.
- Maintain, repair, and clean special equipment

Job Specifications:

- Read, interpret and transcribe data in order to maintain accurate records.
- Successfully work with and through associates of other departments within the Store.
- Required to perform multiple duties in a high-energy, fast-paced working environment
- Required to have great attention to detail and have manual dexterity in both arms and hands
- Speak clearly and listen effectively in dealing with customers/associates, both in person and over the phone.
- Lift objects that weigh as much as 50 lbs.
- Monitor shop compliance with CarMax, O.S.H.A., and EPA policies
- ASE Certification in Brakes and Steering & Suspension

Working Conditions:

- Combination of both indoor and outdoor environment; May include working at times in noisy and/or inclement weather conditions.
- May require walking or standing for an extended time.
- Flexible work hours with shifts that may include nights, weekends, holidays and 12-hour days.
- They are expected to wear CarMax clothing (acquired through the company) at all times while working in the store.

Disclaimer And Approvals:

This document is intended to describe the general nature and level of work being performed by people assigned to this job. This information is current at the time of publication. Responsibilities may include other duties as assigned and may be amended at the discretion of CarMax with or without notice.

This document has been reviewed and approved by management and Human Resources and can not be modified without written consent by a member of management authorized to modify any such responsibilities.

CarMax is an Equal Opportunity Employer by both policy and practice and subscribes to federal and state laws which forbid discrimination because of race, color, age, religion, sex, national origin or disability. Employment at CarMax is at-will, and therefore, can be terminated, with or without cause, at any time, at the option of the associate or CarMax. This at-will employment relationship will remain in effect throughout an associate's employment with CarMax unless it is modified by a specific, express written employment contract that is signed by an officer of CarMax and the associate. This at-will employment relationship may not be modified by any oral or implied agreement. Specifically, this job description is not a contract of employment and does not create any contractual rights of any kind between the Company and its Associates.

Can you perform the functions of this job with or without reasonable accommodation?



Yes



No

Signature: _____

Date: _____

Printed Name: _____

MA Signature: _____